

**POLICE AND FIRE
COLLECTIVE BARGAINING AGREEMENT SUMMARY FORM**

Section I: Agreement Details

Public Employer: COUNTY OF UNION County: UNION
 Employee Organization: PBA199 - CORRECTION OFFICERS Employees in Unit: 214
 Base Year Contract Term: 1/1/2010 - 12/31/2012 New Contract Term: 1/1/2013 - 12/31/2015
 Type of Settlement: ☐ Arbitrator's Award ☐ Fact-Finder Recommendation ☐ Voluntary Settlement

Section II: Statutory Definition of Base Salary

N.J.S.A. 34:13A-16.7(a): Base salary is the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount provided for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension, and health and medical insurance costs.

	Base Year - Total Costs (Last Year of Previous agreement)		New Base Year - Total Costs (First Year of Successor agreement)		
	Column A Economic Inside Base Salary	Column B Non-salary Economic Outside Base Salary	Column C Economic Inside Base Salary	Column D Non-salary Economic Outside Base Salary	
Section III: Economic - Costs inside base salary					
Salary					
Increment		N/A		N/A	
Longevity					
Section IV: Additional Costs List economic items; indicate either inside or outside base salary as agreed to between the parties.					
Item Description					
Item 1	SEE		SEE		
Item 2					
Item 3	MOA		MOA		
Item 4					
Item 5	ATTACHED		ATTACHED		
Item 6					
Item 7					
Item 8					
Item 9					
Any additional items list on separate sheet					
Section V: Totals - Sum of costs in each column					
	(Total Economic) Section III & IV	(Total Non-salary Economic)	(Total Economic) Section III & IV	(Total Non-salary Economic)	

Section VI: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Economic Base Year (previous agreement) _____
 Effective Date (m/d/yyyy) _____
 Percent Increase _____
 Actual dollar increase _____
 Total Economic Costs (successor agreement) _____

SEE MOA ATTACHED

Section VII: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) _____
 Dollar Impact (average per year over term of agreement) _____

SEE MOA ATTACHED

Section VIII

Medical Costs	Base Year	Year 1		
Cost of Health Plan				
Employee Contributions				
Prescription				
Dental				
Vision				

SEE MOA ATTACHED

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, she is subject to punishment.

Section IX

Prepared by: MARK TRAUM Title: Labor Relations Coordinator
 Signature: [Signature] Date: 6/28/2016



3/17/2011

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NUMBER: 2011-278

WHEREAS, by way of Resolution No. 2010-1177 dated December 22, 2010 this Board authorized the County Manager to enter into a Memorandum of Agreement with PBA 199-Union County Correction Officers for the period of January 1, 2010 through December 31, 2012; and

WHEREAS, the Memorandum of Agreement attached to Resolution No. 2010-1177, incorrectly placed the timing of the inclusion of existing funds in base pay; and

WHEREAS, it is necessary to amend Resolution No. 2010-1177 to reflect the revision made to the Memorandum of Agreement reflecting the correct timing; and

WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreement with both parties which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby amends Resolution No. 2010-1177 and authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA 199-Union County Correction Officers, as attached hereto and made a part hereof.

NO SUFFICIENCY OF FUNDS REQUIRED

Frank W. Adams
3-15-2011

RECORD OF VOTE

FREEHOLDER	Aye	Nay	Abs	Pass	Res	Mot	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res	Mot	Sec	NP
CARTER	X								SULLIVAN	X						X	
ESTRADA	X								WARD	X							
HUDAK	X								MIRABELLA VICE CHAIRMAN	X							
JALLOH	X								SCANLON CHAIRMAN	X				X			
KOWALSKI	X						X										

APPROVED AS TO FORM

COUNTY ATTORNEY

I hereby certify this is an original resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.

Frank W. Adams CLERK

I hereby certify this is a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.

CLERK

MEMORANDUM OF AGREEMENT

Agreement made this 14th day of December, 2010, by and between the County of Union (herein the "County") and PBA Local 199 (herein the "PBA").

WHEREAS, the County and PBA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2005 through December 31, 2009; and

WHEREAS, the County and PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the County and PBA have reached agreement on new terms and conditions subject to ratification by the membership of PBA and approval by the Freholders of the County; and

WHEREAS, the negotiating committees for the County and PBA unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2005 through 2009 CNA between the County and PBA shall remain in full force and effect.
2. The parties agree to convert all contractual leave time to hours.
3. Article 4, Employee Rights:
 - A. Add to Section 3:
 13. Interrogations and investigations shall be conducted consistent with the Attorney General Guidelines on Internal Affairs.
 - B. Add to Section 4: "Minor Discipline" is a warning, counseling, reprimand, and suspension or fine of less than 6 days.
 - C. Replace Section 4 A with the following:
After 1 year minor discipline for any attendance related infractions will not be considered for progressive discipline purposes. After 2 years minor discipline for any non-attendance related infractions will not be considered for progressive discipline purposes.

D. Section 5 (New):

Any discipline penalty that is not subject to appeal through the Civil Service Commission, Courts or other administrative body, shall be subject to appeal through the grievance and arbitration provisions of this Agreement, unless preempted by law.

4. Article 8. Salaries

A. Section 1:

Implement the following wage increases:

January 1, 2010	The value of four holidays added to base pay, which will be paid the last week of December, 2010.
January 1, 2011	2.25% plus \$868 and the value of 10 holidays added to base pay.
Effective January 1, 2012	2.5% + 1,625
Effective December 1, 2012	\$870.00 added to maximum base pay.

Current officers shall receive the salaries set forth in Exhibit A, attached hereto. Officers hired on or after January 1, 2011 shall receive the salary levels as set forth in Exhibit B, attached hereto.

B. Section 3: Modify as follows:

Change "Senior Officer" pay to a 10 year, 15 year, and 20 year Step program.

Effective January 1, 2011, Step shall be as follows:

Officers starting their 10th year of service shall be entitled to Step pay in the amount of \$1575 added to base pay but not to be compounded by any contractual increases

Officers starting their 15th year of service shall be entitled to Step pay in the amount of \$2575 added to base pay but not to be compounded by any contractual increases.

Officers starting their 20th year of service shall be entitled to Step pay in the amount of \$3075 which shall be added to base and compounded by any contractual increases.

C. Section 4: Add the following: "Officers assigned to Internal Affairs shall not be included in the regular officers' overtime rotation. They shall be eligible for any overtime that occurs within the Internal Affairs Unit."

5. Article 10, Legal Aid:

The parties agree to include the terms of the attached Memorandum of Agreement dated April 2000 in the new CNA and to use the State PBA Legal Protection Plan approved attorney list and the County list of approved attorneys

6. Article 13, Seniority

A. Section 4: Delete the positions of Gate 1 or its equivalent, Work Release, and Front Security.

B. Section 5 (d): Apply mini-picks to 3 or more openings and the PBA may request mini-picks for fewer than 3 openings if the opening(s) is/are for more than 6 months

C. Section 5 (f): Add as a new last sentence: "If pool officers are not available, SRPs who are regularly assigned to that shift may be used."

D. Section 6 (a): The parties agree to continue to discuss this matter in the context of trying to resolve the pending SRP grievance.

E. Section 6 (b): Delete.

F. Section 7 A: The parties agree to include the November 17, 2008 Memorandum of Agreement regarding Administrative Positions in the collective negotiations agreement. The parties further agree to include "Inmate Workforce Coordinator" as an Administrative position and that for the "Midnight Utility" shall be included as part of the regular picks starting with the 2011 picks. The parties further agree that in exchange for the Reciprocal Program contained in this Agreement, the "Scheduling" post shall be an Administrative position. If the Reciprocal Program is discontinued, the parties agree that the an agreed upon administrative post shall be returned to the bidding process in the next bidding cycle.

G. Section 7 F (3): Delete.

7. Article 14, Overtime

A. Section 2X: Change 1 hour to 2 hours in the 2nd paragraph.

B. Section 3 (New):

Any officer who is inadvertently skipped on the OT list will be placed at the top of the OT list for the next 72 hours and shall be eligible for pre-determined OT. If no predetermined OT is available during that 72 hour-period, the officer shall be eligible to select the next available pre-determined OT. If an Officer is skipped and then is out on vacation or leave, he shall be placed at the top of the list upon return to work.

8. Article 15, Personal Business and Religious Leave

Delete Section 4 C and the parties agree to discuss the manpower issue in the context of trying to resolve the pending SRP grievance.

9. Article 16. Vacations

Add to Section 1: "Officers will only be able to change or cancel confirmed picked vacations with the approval of the Director or his designee."

10. Article 17. Shift Differentials

Add to Article: "Effective January 1, 2011, there shall be no more shift differentials."

11. Article 19. Sick Leave

Add to Section 6(c): "Officers who were hired on or after May 22, 2010 shall be capped at \$15,000 for sick leave cash-in."

12. Article 20. Maternity Leave

Delete

13. Article 21. Clothing and Maintenance Allowance

A. Add to Section 1: "This replacement shall be at the Employer's expense and shall include clothing and equipment that is damaged due to inmate contact and/or contamination."

B. Replace Section 2 with the following: "The annual clothing and maintenance allowance paid to each officer shall be \$1200.00. Clothing allowance and maintenance will be issued by separate check to all employees no later than the first week in December of each year. Effective January 1, 2012, officers shall no longer receive a clothing and maintenance allowance."

14. Article 22. Holidays

Delete replace with.

Section 1: Officers shall be entitled to 14 holidays, the value of which shall be added to an Officer's base pay. Effective and retroactive to January 1, 2010, 4 of the holidays shall be included in an Officer's base pay. Effective January 1, 2011, 10 additional holidays shall be included in an Officer's base pay for a total of 14 holidays. Holiday pay shall be paid in equal installments with the Employer's regular payroll cycles. The Employer has designated the following days as holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Day

Section 2

If during the term of this Agreement, all other County employees are given a day off in addition to the above specified holidays same shall be considered as an extra holiday for the employees covered by this Agreement.

Section 3

If any officer who calls out sick or refuses a mandatory overtime on any of the holidays set forth in Section 1, above, shall be subject to the following discipline,

1 st Offense	Written Warning
2 nd Offense	1 Day Suspension
3 rd Offense	2 Day Suspension

Discipline will be based on a rolling 12-month period beginning from the 1st holiday offense, whether a sick-out or OT refusal. Call-outs for FMLA/FLA shall not apply.

15. Article 24. Labor-Management Meetings

In the 2nd paragraph of Section 1 add, "State Delegate" after PBA President (2x)

16. Article 25. P.B.A. Delegate, Negotiations Committee and Grievance Committee

A. Section 5: Add the underscored/bold and delete the strikeout –

Union officials and duly authorized Union representatives, whose names and identifications have been previously submitted to the County, shall have access to premises for purposes of contract administration. Union officials shall have the opportunity to consult with negotiations unit employees ~~in the Local~~ before the start of the work shift (at muster), during lunch or breaks, or after completion of the work shift, or during the period of grievance investigation, provided such periods of consultation are not extended into the scheduled working time of the shift, unless such extension is specifically approved by the Employer.

B. Section 13: Add the following: The parties agree that the Honor Guard Commander selects individual officers to participate in the Honor Guard. To the extent possible the Honor Guard Commander will attempt to ensure equal representation of bargaining unit members on the Honor Guard.
Leave to perform Honor Guard Duty shall be at the discretion of the Director

C. Add to Section 14 A and B: "The meal allowance shall be eliminated effective January 1, 2012."

17. Article 27. Miscellaneous

- A. Section 2: Delete.
- B. Section 6 (b): Change 180 days to "up to one (1) year" and eliminate the word "deliberately" from 1st sentence.
- C. Section 6 (c): Change 180 days to "one (1) year".
- D. Add to Section 11: "Officers must present valid documentation to support court time."
- E. Section 15 (New): "Reciprocal Program" -- See attached Exhibit C

18. Article 28. Insurance

- A. Section 1 to be modified as follows:

Effective January 1, 2011, co-payments shall be as follows:

Retail:

\$20.00 co-pay per prescription for name brand where generic is available.

\$15.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician

\$6.00 co-pay per prescription for generic.

Mail:

\$15.00 co-pay per prescription for name brand where generic is available

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases (up to 30 day supply and a ninety (90) day supply through mail order.

The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

Drug Plan Utilization Modifications

- a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first)
Limited to PPI, SSR) and Intranasal steroid drugs
- c) Clinical Intervention (Statement of medical necessity from MD)
limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents

B. Add to Section 3: Officers who receive fully paid retirement benefits under the 2005 through 2009 CNA shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free mail order prescriptions and 30% co-pay for retail. It is understood that in order to provide the Medco Rx plan, the base Health Plan will be converted from CIGNA ROAP7 to CIGNA ROAP3.

C. Section 4 Health Insurance Plan Modifications

Effective January 1, 2011, the following modifications shall be implemented.

- a) The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- b) Effective January 1, 2011, emergency room co-pays shall be \$25.00 per visit (to be waived if admitted)
- c) Effective January 1, 2011, new employees shall contribute the following percentages of salary (which includes any legally required contribution):

	<u>*7/1/01-12/31/10</u>	<u>1/1/11</u>
Family	2.5%	3%
H/W & P/C	2%	2.5%
Single	1.5%	2%

*Contribution rate for employees hired after July 1, 2001, will be capped at these rates.

Except as provided in paragraph c), above, all premium sharing shall be deleted from the contract and replaced with the 1.5% statutory requirement. The PBA agrees that its members will be subject to any mandatory and preemptive change in the statutory amount

19 Article 29, Safety and Health


- A. Section 2. Change to 1 time per month for a maximum of 2 hours
- B. Add to Section 3.

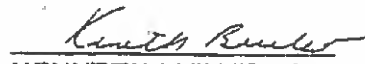
If an Officer takes advantage of any vaccines or tests available to them pursuant to this Article, the Officer agrees to follow through with any follow-up procedures or protocols necessary in the administration of vaccines or tests. An Officer who fails to complete the full vaccine test or protocol will be precluded from participating in the vaccine or testing program in the future

20. Article 30, Duration

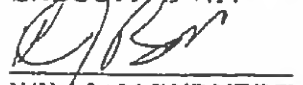
January 1, 2010 through December 31, 2012

FOR PBA LOCAL 199



JOSEPH KRECH,
PRESIDENT

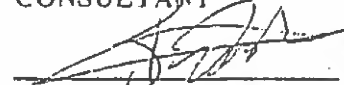

KENNETH BURKERT,
STATE DELEGATE

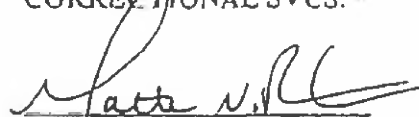
KERRY RODRIGUEZ,
EXECUTIVE V.P.


WILLIAM BURKERT,
TREASURER

FOR THE COUNTY OF UNION


JOSEPH SALEMME
LABOR RELATIONS
CONSULTANT


BRIAN JORDAN,
DIRECTOR, DEPT.
CORRECTIONAL SVCS.


MATTHEW DIRADO, ESQ.
DIR. DIV. PERS MGT. &
LABOR RELATIONS

Employees hired prior to 1-1-11												
	1/1/2010	1/1/2010	1/1/2011	1/1/2011	1/1/2011	1/1/2011	1/1/2011	1/1/2011	1/1/2012	1/1/2012	1/1/2012	12/1/2012
	4 Holidays	Adjusted Base	Adjustment	Subtotal	2.25%	10 Holidays	Adjusted Base	Adjustment	Subtotal		2.5% equals Adjusted Base	\$870 adjustment to too pay
\$32,742	\$504	\$33,246	\$868	\$34,114	\$34,881	\$1,342	\$36,223	\$1,625	\$37,848	\$38,794		
\$35,588	\$548	\$36,136	\$868	\$37,004	\$37,836	\$1,455	\$39,291	\$1,625	\$40,916	\$41,939		
\$39,859	\$613	\$40,472	\$868	\$41,340	\$42,270	\$1,626	\$43,896	\$1,625	\$45,521	\$46,659		
\$43,333	\$667	\$44,000	\$868	\$44,868	\$45,877	\$1,765	\$47,642	\$1,625	\$49,267	\$50,498		
\$49,459	\$761	\$50,220	\$868	\$51,088	\$52,237	\$2,009	\$54,747	\$1,625	\$55,872	\$57,268		
\$55,587	\$855	\$56,442	\$868	\$57,310	\$58,600	\$2,254	\$60,853	\$1,625	\$62,478	\$64,040		
\$58,447	\$899	\$59,346	\$868	\$60,214	\$61,569	\$2,368	\$63,937	\$1,625	\$65,562	\$67,201		
\$63,579	\$977	\$64,506	\$868	\$65,374	\$66,845	\$2,571	\$69,416	\$1,625	\$71,041	\$72,817		
\$68,452	\$1,053	\$69,505	\$868	\$70,373	\$71,957	\$2,768	\$74,724	\$1,625	\$76,349	\$78,258		
\$72,704	\$1,119	\$73,823	\$868	\$74,691	\$76,371	\$2,937	\$79,308	\$1,625	\$80,933	\$82,957		
\$77,911	\$1,199	\$79,110	\$868	\$79,978	\$81,777	\$3,145	\$84,922	\$1,625	\$86,547	\$88,711	\$89,581	

EMPLOYEES HIRED ON OR AFTER 1-1-12

2011		2012	
STEP			
1	\$37,643	\$38,459	
2	\$37,393	\$38,328	
3	\$42,143	\$43,197	
4	\$46,893	\$48,065	
5	\$51,643	\$52,934	
6	\$56,393	\$57,803	
7	\$61,143	\$62,672	
8	\$65,893	\$67,540	
9	\$70,643	\$72,409	
10	\$75,393	\$77,278	
Longevity does not apply to employees on this Guide			

RECIPROCAL DAY AGREEMENT

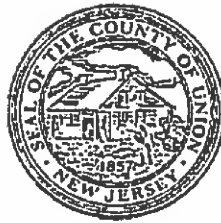
By virtue of this agreement, any officer, of same rank, can temporarily reorganize their work schedule by applying for a reciprocal day off. To apply for a reciprocal day, the petitioner and the co-worker, who is willing to be temporarily assigned, will complete their respective portions of the "Application for a Reciprocal Day". The completed application must be signed by both parties and submitted to the Scheduling Unit at least seven (7) days prior to the date of the first reciprocal day change. This same time restriction would also apply to "cancellation" of any approved reciprocal request. Requests not submitted in the prescribed time may be denied. The employees who applied or cosigned the application are responsible for contacting the Scheduling Unit to ascertain the status of the application.

The following restrictions and regulations will apply to those utilizing a reciprocal day agreement:

- Should an employee incur working a "double day" as a result of the reciprocal agreement, and calls out "sick" / vacation / comp on that day, he/she shall be assessed two (2) sick days accordingly. If the employee is approved for vacation / comp., that will constitute 2 slots against the overall total number of authorized leave slots
- Working more than 16 consecutive hours, as a result of a reciprocal agreement, shall not be permitted.
- One or both parties may be disqualified from an existing/approved reciprocal agreement as a result of mini-pick results, promotions/demotions, out pending retirement, extended leave or WRI, post being closed, abuse/misuse or violations pertaining to time & attendance and/or scheduling matters.
- Both parties must be qualified and remain qualified for their respective posts (i.e. firearms qualified, booking releasing qualified etc.)
- Officers who incur 10 sick days, verified or unverified, in any 6 month period or 15 sick days in any 12 month period shall be ineligible for any reciprocal agreement for six months following the infraction. Officers who are off duty sick for 3 or more consecutive days, and produce medical documentation to verify the absence, will not have that time applied to the 10/15 sick day regulation

- Officers who are found guilty of a major disciplinary infraction or two minor disciplinary infractions (in any violation category) will be ineligible for a reciprocal agreement for six months following the date of the guilty finding.
- Officers may appeal ineligibility status to the Director, or his designee, who may in his/her discretion determine eligibility.

The Reciprocal Agreement Program will be on a trial basis from January 1, 2011 to December 31, 2012. At the conclusion of that time, the continuation of the program will be based on the successful reduction of sick time of 20 % over the course of two years. The use of WRI and FMLA will not be included in this calculation.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2015-833

OCTOBER 8, 2015

CHAIRMAN MOHAMED S. JALLOH

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 199--Correction Officers, for a new Labor Agreement between the parties effective January 1, 2013 through December 31, 2015; and

WHEREAS, the County of Union and the negotiating committee for PBA 199--Correction Officers, reached a tentative agreement on September 10, 2015, and representatives of the Bargaining Committee and the County agree to recommend, without reservation, the approval of same; and

WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreement with the union which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA 199--Correction Officers.

Sufficiency of Funds Authorized :
Approved as to Form:
Certifying as to an Original Resolution:
Certified as to a True Copy:

Erick Morales
[Signature]

✓ Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Defeated	Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF AGREEMENT

PBA199-CORRECTION OFFICERS

&

COUNTY OF UNION

The County and PBA199-Correction Officers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2012. The County and PBA199-Correction Officers have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement has been ratified by the membership of PBA199-Correction Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA199-Correction Officers agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to the Union County Board of Chosen Freeholders.

Therefore, the County and PBA199-Correction Officers agree to the attached Five (5) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement

September 10, 2015

Date

MEMORANDUM OF AGREEMENT

Agreement made this 20th day of September 2015, by and between the County of Union (herein the "County") and the Patrolmen's Benevolent Association, Local 199 (herein "PBA 199").

WHEREAS, the County and PBA 199 are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2010 through December 31, 2012; and

WHEREAS, the County and PBA 199 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the County and PBA 199 have reached agreement on new terms and conditions subject to ratification by the membership of PBA 199 and approval by the Frecholders of the County; and

WHEREAS, the negotiating committees for the County and PBA 199 unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2010 through 2012 CNA between the County and PBA 199 shall remain in full force and effect.
2. Term
January 1, 2013 through December 31, 2015
3. Article 3: Management Rights
Add new Section 3 as follows: "The Director shall have the right to create administrative posts as necessary based on Department needs."

4. Article 3: Management Rights

Pursuant to NJAC 10A:31-4.5, the Department shall conduct performance evaluations as soon as administratively feasible. Performance evaluations shall thereafter be conducted on an annual basis.

5. Article 4: Employee Rights

Add new Section 5 as follows: "Officers subjected to minor disciplinary suspensions shall be required to forfeit vacation days to satisfy his/her suspension days. The maximum number of vacation days to be forfeited on an annual basis shall be three (3)."

6. Article 6: Grievance Procedure

Modify Section 2, Step 3 as follows: Add "All disciplinary penalties shall be implemented following the outcome of the third step and prior to Arbitration."

7. Article 7: Hours of Work

Modify Section 4 to add: "The parties agree to permit and support the use of online training. Any officer who does not complete the annual 40 hours training requirement will be required to reimburse the Department for each hour not completed."

8. Article 8: Salaries

Section 1: Salary increases shall be:

Effective and retroactive to 1/1/13: 2.5% for those at max only

Effective and retroactive to 1/1/14: 2.5% for those at max only

Effective and retroactive to 1/1/15: 0%

Add: "All employees hired on or after September 1, 2015, shall be placed at an "Academy" step of \$27,000 and shall remain at that step until successful completion of the Academy. Once an employee has completed the Academy step, he/she shall automatically move to Step 1 on the appropriate guide. Any employee who completes the Academy and thereafter resigns within three (3) years of attending the Academy shall be required to reimburse the County for all of its training and Academy costs."

Section 5: Amend to state: "If the County determines to move to bi-monthly pay and/or mandatory direct deposit, the PBA will not object to these changes."

9. Article 13: Seniority

Section 5(b): Delete

Section 6(a): We need to delete the first sentence of this paragraph as it conflicts with Article 15, Section 4(c).

Section 7(A)(1): After the first sentence, add the following: "The Director shall assign officers to administrative posts based on a review of each officer's particular qualifications, skill set, experience and seniority."

10. Article 17: Shift Differential

Delete.

11. Article 24: PBA Release Time and Union Business

Section 1: Delete and replace with the following:

The President of PBA 199 shall have a work schedule that allows him sufficient release time for contract administration and union activities, subject to the approval of the Director of Correctional Services. The President shall submit to the Director for his/her approval, the President's proposed weekly schedule of planned release time no later than seven calendar days prior to the following workweek, i.e. Sunday for the workweek starting on the following Monday. The President shall wear his/her uniform at all times when present at the Jail and shall report his/her attendance on Jail premises to the Director or his designee. If the PBA President is unable to perform the duties of the office due to a leave of absence that extends beyond fourteen (14) calendar days, a designee may be chosen to handle the day to day operations of the PBA. The PBA shall promptly notify the Director of Correctional Services of the name of the designee.

Section 2: Delete last sentence and replace with "Leave to attend state or national conventions shall be governed by N.J.S.A. 11A:6-10. All requests for leave pursuant to this statute shall be in writing and submitted to the Director for approval no later than one (1) month prior to the date leave is to begin."

12. Article 26: Miscellaneous

Section 13: Delete

13. Article 27: Insurance

Section 1. Effective September 1, 2015, amend prescription co-pays as follows:

	New Co-Pay
Retail Generic (30 day supply)	\$5.00
Retail Preferred Brand (30 day supply)	\$25.00
Retail Non-Preferred (30 day supply)	\$50.00
Mail Order Generic (90 day supply)	\$5.00
Mail Order Preferred Brand (90 day supply)	\$30.00
Mail Order Non-Preferred (90 day supply)	\$60.00

Section 4, Paragraph 4: Modify as follows

Out of Network Benefit
\$500 Single/\$1,000 All Others

Out of Network Reimbursement Benefit*
150% of CMS (Medicare)

Add at end of paragraph 4: Effective July 1, 2015, the County implemented two (2) additional health benefits plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Copies of the benefit summaries for each plan is attached hereto as Exhibit A. Employees hired on or after September 1, 2015, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment and during the next open enrollment period, employees may elect to participate in one of the County's other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and new employees who elect the HSA.

Section 4, Paragraph 5. Health Benefit Buy Out.

Amend to clarify that it applies to health and prescription coverage.

14. Article 30: Duration

January 1, 2013-December 31, 2015.

FOR PBA 199


DAVID OPPMANN
PRESIDENT

Joseph Krech
JOSEPH KRECH
DELEGATE

ALFRED FAELLA
COUNTY MANAGER

NORMAN ALBERT, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES